



05-03-1999

U.S. Patent & TMOfc/TM Mail RcptDt. #01

FORM PTO-1594
1/31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

05-26-1999

5.3.99



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To the Honorable Commission **101046830**
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ReliaStar Life Insurance Company;
Integrity Plus Services, Inc.
- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Minnesota
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 13, 1999

2. Name and address of receiving party(ies):
Name: Ingenix, Inc.
Internal Address: See below
Street Address: 12125 Technology Drive
City: Eden Prairie State: MN ZIP: 55344
- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s)
1,997,563

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Bromberg Funk
Internal Address: 4800 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2100
Street Address: 4800 IDS Center
80 South Eighth Street
City: Minneapolis State: MN 55402-2100

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if paying by deposit account)

05/25/1999 MTHA11 00000155 1997563

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Bromberg Funk
Name of Person Signing

Amy B. Funk
Signature

4/28/99
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

CERTIFICATE OF MAILING

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

April 28, 1999
Date of Deposit

Amy Bromberg Funk
Name of Person Signing Certificate

Amy B. Funk
Signature

TRADEMARK ASSIGNMENT

Integrity Plus Services, Inc. ("Assignor"), 300 Opus Center, 9900 Bren Road East, Minnetonka, Minnesota 55343, is the owner of the following trademarks (which are referred to herein as the "Marks"):

<u>Marks</u>	<u>Jurisdiction of Registration</u>	<u>Registration Number</u>	<u>Registration Date</u>
INTEGRITY PLUS	Federal	1,997,563	August 27, 1996

For valuable consideration hereby acknowledged as received, Assignor hereby sells, assigns, and transfers to Ingenix, Inc. ("Assignee"), 12125 Technology Drive, Eden Prairie, Minnesota 55344, all Assignor's right, title and interest in and to the Marks, together with (a) the good will of the business symbolized by the Marks, (b) the above identified registrations thereof and applications for registration, and (c) all causes of action and rights of recovery for past and future infringement of the Marks. Assignor expressly agrees that it is not retaining any rights in the Marks covered by this assignment and that Assignee shall have the rights, without limitation, to hold, enforce and register the Marks in the name of Assignee, and without any duty to compensate or account to Assignor.

Integrity Plus Services, Inc.
300 Opus Center
9900 Bren Road East
Minnetonka, Minnesota 55343

By: _____

David J. Lubben
President

Date: _____

4/13/99

TRADEMARK

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into this 2nd day of January, 1998, by and between Integrity Plus Services, Inc., a Minnesota corporation ("IPS") and ReliaStar Life Insurance Company ("ReliaStar"), a Minnesota life insurer.

WHEREAS, ReliaStar has transferred to IPS, for good and valuable consideration, certain assets relating to its former Integrity Plus Division; and

WHEREAS, ReliaStar has entered into various agreements relative to such operations; and

WHEREAS, the parties have determined it appropriate to assign such agreements and other intellectual property rights associated with such division's business.

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Assumption of Agreements. ReliaStar hereby assigns to IPS all of ReliaStar's right, title and interest in the agreements specifically listed in Attachment A to this Agreement (the "Assumed Agreements"); and IPS hereby accepts the assignment and assumes and agrees to satisfy and discharge, as the same become due, all of the obligations under the Assumed Agreements arising after the date of this Agreement.

2. Assignment and Assumption of Intellectual Property Rights. ReliaStar hereby assigns to IPS all of IPS's right, title and interest in the intellectual property rights or marks specifically listed in Attachment B to the Agreement.

3. Further Assurances. Each party agrees to execute such further and other assurances and to do such other acts as each party may reasonably require to implement the intentions of this Agreement. ReliaStar covenants and agrees that in the event that either (i) any of the Assumed Agreements covered in this Agreement cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date of delivery of this Agreement been given or obtained, or (ii) any such Assumed Agreements are non-assignable in their nature and will not pass by this Agreement, the beneficial interest in and to the same will in any event pass to IPS; and ReliaStar covenants and agrees (a) to hold, and hereby declare that they hold, such Assumed Agreements in trust for, and for the benefit of, IPS, (b) to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such Assumed Agreements, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

IN WITNESS WHEREOF, each of ReliaStar and IPS has executed and delivered this Agreement on the date first above written.

Integrity Plus Services, Inc.

ReliaStar Life Insurance Company

By *[Signature]*

By _____

Its Vice president

Its _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

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WHEREAS, ReliaStar has entered into various agreements relative to such operations; and

WHEREAS, the parties have determined it appropriate to assign such agreements and other intellectual property rights associated with such division's business.

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IN WITNESS WHEREOF, each of ReliaStar and IPS has executed and delivered this Agreement on the date first above written.

Integrity Plus Services, Inc.
By _____
Its _____

ReliaStar Life Insurance Company
By *Daniel J. McCormick*
Its *VP*

Attachment B to
the Assignment and Assumption Agreement

Integrity Plus Trademark including the business logo. (copyrighted)
Health External Training Manual (copyrighted)
Workers Comp External Training Manual (copyrighted)
Disability External Training Manual (copyrighted)

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RECORDED: 05/03/1999

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